

2001 UNIFORM BUSINESS REPORT (UBR)

DOCUMENT # P99000025635

1. Entity Name

ALLIED TECH SERVICES, INC.

FILED
Mar 26, 2001 8:00 am
Secretary of State

03-26-2001 90086 036 ***150.00

0081264

Principal Place of Business Mailing Address
557 YOUNG ST 557 YOUNG ST
MELBOURNE FL 32935 MELBOURNE FL 32935

818265



DO NOT WRITE IN THIS SPACE

2. Principal Place of Business 3. Mailing Address

Suite, Apt. #, etc.

Suite, Apt. #, etc.

City & State

City & State

4. FEI Number 59-3565147

Applied For
Not Applicable

Zip Country

Zip Country

5. Certificate of Status Desired ☐ \$8.75 Additional Fee Required

6. Name and Address of Current Registered Agent

7. Name and Address of New Registered Agent

DESEVE, PIERRE A
557 YOUNG ST
MELBOURNE FL 32935

Name

Street Address (P.O. Box Number is Not Acceptable)

City

FL

Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE _____ DATE _____
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)

9. This corporation is eligible to satisfy its Intangible Tax filing requirement and elects to do so. ☐
(See criteria on back)

FILE NOW!!! FEE IS \$150.00
After MAY 1, 2001 Fee will be \$550.00
Make Check Payable to Department of State

10. Election Campaign Financing Trust Fund Contribution. ☐ \$5.00 May Be Added to Fees

11. OFFICERS AND DIRECTORS

12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

TITLE NAME ☐ Delete
D DESEVE, PIERRE A
STREET ADDRESS 557 YOUNG ST
CITY-ST-ZIP MELBOURNE FL 32935

TITLE NAME ☒ Change ☐ Addition
DIPST Desève, Pierre A
STREET ADDRESS 557 Young St.
CITY-ST-ZIP Melbourne, FL 32935

TITLE NAME ☐ Delete
STREET ADDRESS
CITY-ST-ZIP

TITLE NAME ☐ Change ☐ Addition
STREET ADDRESS
CITY-ST-ZIP

TITLE NAME ☐ Delete
STREET ADDRESS
CITY-ST-ZIP

TITLE NAME ☐ Change ☐ Addition
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TITLE NAME ☐ Delete
STREET ADDRESS
CITY-ST-ZIP

TITLE NAME ☐ Change ☐ Addition
STREET ADDRESS
CITY-ST-ZIP

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or Block 12 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: *Pierre A. Desève*

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

Pierre A. Desève

3/23/01

Date

321-242-7502

Daytime Phone #

CR2E034 (10/00)

First ANNUAL MEETING
ALLIED TECH SERVICES, INC.

DOC # 149000025080
Stamp # 818265

**MINUTES OF THE FIRST ANNUAL COMBINED MEETING
STOCKHOLDERS AND BOARD OF DIRECTORS
OF
ALLIED TECH SERVICES, INC.**

MINUTES of the First Annual Meeting of Shareholders and Board of Directors of the above named corporation was held at 557 Young Street, Melbourne, FL 32935 on March 26, 2001 at 1:00 p.m. in the afternoon.

The President, who stated the objective of the meeting and requested the election of a Chairman, duly called the meeting to order.

On a motion duly made and carried, the vote was taken and Pierre A. Deseve was elected Chairman of the meeting.

The Secretary then read the Notice of Meeting to the following Shareholders who were present in person:

Pierre A. Deseve 510 Shares

The Chairman then stated that a majority of the total number of outstanding shares of the Corporation was presented, thus constituting a quorum.

The Chairman called for the reading of the minutes of the last meeting. The minutes were read. The motion was made to accept the minutes as presented. The motion was seconded and unanimously carried.

The Chairman called for the President to give a report of the Corporation for the preceding year. The President reported that all objectives for the 2000 corporate year had been achieved. The president returned the chair to the Chairman.

The Chairman noted that it was in order to consider electing a Board of Directors for the ensuing year. Upon nominations duly made, seconded and unanimously carried, the following persons were elected as Directors of the Corporation, to serve for a period of one year and until such time as their successors are elected and qualified:

Pierre A. Deseve

First ANNUAL MEETING
ALLIED TECH SERVICES, INC.

The following were duly nominated and, a vote having been taken, were unanimously elected officers of the corporation to serve for one year and until their successors are elected and qualified.

President:	Pierre A. Deseve
Vice President	Remains Vacant
Secretary	Pierre A. Deseve
Treasurer	Pierre A. Deseve

IT IS FURTHER RESOLVED that the salary of Pierre A. Deseve as President of this corporation hereby is fixed at the sum of \$100 per week beginning on March 26, 2001 until further action of this board of directors.

There being no further business to come before the meeting upon a motion duly made, seconded and unanimously carried, it was adjourned at 1:40 p.m.

Pierre A. Deseve, Secretary

First ANNUAL MEETING
ALLIED TECH SERVICES, INC.

Doc# 144000025635
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**WAIVER OF NOTICE OF FIRST ANNUAL MEETING
STOCKHOLDERS & BOARD OF DIRECTORS
OF**

ALLIED TECH SERVICES, INC.

We the undersigned, being a majority of all of the Directors duly elected by the above-described corporation, do hereby waive all notice of the Annual Meeting of the above-described Corporation. We further hereby agree and consent that the First Annual Meeting of the Stockholders and Board of Directors be held on the date and at the time and place stated below for the purposes as stated herein and transacting such other business as may come before the meeting.

Place of meeting: 557 Young Street, Melbourne, FL 32935

Date of meeting: March 26, 2001

Time of meeting: 1.00 p.m.

Purpose: First Annual Meeting.

Dated: March 26, 2001

Pierre A. Deseve

**MEDICAL EXPENSE REIMBURSEMENT PLAN
FOR DIRECTORS, OFFICERS AND EMPLOYEES
OF
ALLIED TECH SERVICES, INC.**

ARTICLE I - PURPOSE

1.1 The purpose of this Medical Expense Reimbursement plan (the "Plan") is to encourage and help provide full and complete medical care for each participating director, officer and employees of ALLIED TECH SERVICES, INC., and his or her spouse and dependents. It is the intention of the Corporation that this Plan qualifies as an accident and health plan within the meaning of Section 105 of the Internal Revenue Code of 1986, as amended ("the Code").

ARTICLE II - PERMANENT PROGRAM OR ARRANGEMENT

2.1 The Corporation intends that this program be a permanent program or arrangement for the benefit of its employees and their families. Nothing herein, however, shall prevent the Corporation from amending or terminating this Plan, provided such amendment or termination is permissible under applicable law and such amendment or termination shall not affect a claimant's rights to benefits hereunder with respect of reimbursable expenses that have been incurred prior to the date corporate action is taken to terminate the Plan or the effective date of such termination, whichever occurs last.

2.2 The exclusive purpose of this Plan is to provide the medical benefits described herein for covered employees and their family members. No benefits payable under this Plan shall be applied for any other purpose.

ARTICLE III - EFFECTIVE DATE

3.1 The effective date of this Plan shall be February 15, 2001. The records of the Plan shall be kept on a calendar year basis. The Plan Year shall be the calendar year.

ARTICLE IV - ELIGIBILITY

4.1 All installed and compensated directors and officers that have been officially voted upon and installed as a director or titled officer of the corporation and who is compensated by the corporation for their services together with all full time employees of the Corporation shall be eligible to participate in this plan except:

(a) members of a bargaining unit covered by a collective bargaining agreement, provided the Company has bargained in good faith on the subject of accident and health benefits; and

(b) nonresident aliens who receive no U.S.-source income from the Company for the Plan Year.

4.2 Full-time employees are those who customarily work both at least twenty-five (25) hours per week and at least six months per year.

ARTICLE V - PARTICIPATION

5.1 Each director or officer of the corporation who is eligible to participate in the Plan under Article IV ("Eligibility") and as prescribed in Section 4.1 shall become a participant in the Plan (a Participant") on the first day after the effective date of the Plan if on the effective date he or she is at least 25 years old.

5.2 Each employee who is eligible to participate in the Plan under Article IV ("Eligibility") shall become a participant in the Plan (a "Participant") on the effective date of the Plan if on the effective date he or she is at least 25 years old and has completed at least three years of employment with the Corporation month in which he or she has both attained age 25 and completed at least three years of employment with the Corporation.

5.3 Upon termination of a Participant's employment with the Corporation, all rights of such Participant (and/or a family member of the participant) to receive benefits for claims incurred after the termination date shall be forfeited. Such participant (and his or her family) shall, however, retain the right to be reimbursed hereunder for claims incurred prior to the termination of employment. For this purpose, a claim will be considered to be incurred when the services relating to such claim have been rendered.

5.4 The Corporation acknowledges that this Plan must benefit at least 70% of all directors, officers and employees, or 80% of all eligible employees if 70% of all employees are eligible, excluding for the purposes of determining "all employees" the employees referred to at Article IV above and those who are not yet age 25 and those who have not yet completed three years of employment.

ARTICLE VI - BENEFITS

6.1 The Corporation shall reimburse each Participant for all expenses incurred and paid by the Participant for medical care, as defined in Code Section 213, for himself or herself and his or her spouse and dependents, subject of the limits described in Article VII, below.

6.2 For purposes of this Plan, expenses for medical care shall include, without limitation, all amounts paid for hospital bills, doctor and dental bills, prescription drugs, eyeglasses, premiums for accident or health insurance and transportation primarily for, and essential to, such medical care. Dependent means a dependent as defined in Section 152 on the code.

ARTICLE VII - LIMITATION OF BENEFIT PROVIDED

7.1 No Participant shall be entitled to receive more than \$10,000.00 in reimbursements under this Plan for any plan year. For this purpose, amounts received

that is attribution to reimbursements due to participant's spouse or dependents shall be considered to have been received by the Participant.

ARTICLE VIII - BENEFITS FROM ANOTHER SOURCE

8.1 Reimbursement under this Plan shall be made only in the event, and to the extent, that reimbursement for amounts expended, or payment, for medical care is not provided for under any insurance policy or under any other plan of the Corporation or another employer or under any federal or state law. If there is such law in effect providing for such reimbursement or payment in whole or in part, then, to the extent of the coverage under such policy, Plan or law, the Corporation shall be relieved of any and all liability hereunder.

ARTICLE IX - CLAIMS AND CLAIMS REVIEW PROCEDURE

9.1 Claims for benefits under this Plan shall be made on forms provided by the Corporation. To obtain reimbursement for medical expenses hereunder, a Participant must submit within a reasonable period of time after the end of each calendar quarter a request for reimbursement for medical expenses incurred by him or her during the preceding quarter, together with such evidence of payment of such expenses as shall be required by the Corporation in accordance with rules uniformly applied.

9.2 If any claim for benefits under this Plan is denied in whole or in part, the Corporation shall promptly furnish the claimant with a written notice:

- (a) setting forth the reason for the denial;
- (b) citing the Plan provisions upon which such denial is based;
- (c) describing any additional material or information from the claimant that is necessary in order for the claimant to perfect his or her claim and why; and
- (d) explaining the claim review procedure set forth herein.

9.3 Failure by the Corporation to respond to a claim within a reasonable time shall be deemed a denial. Within 60 days after denial of any claim for benefits under this Plan, the claimant may request in writing a review of the denial.

9.4 Any claimant seeking review hereunder is entitled to examine all pertinent documents, and to submit issues and comments in writing. The Corporation shall render a decision on review of a claim not later than 60 days after receipt of a request for review hereunder. The decision for the Corporation on review shall be in writing and shall state the reason for the decision, referring to the Plan provisions upon which it is based.

ARTICLE X - ADMINISTRATION

10.1 The Corporate Offices of the Corporation shall have authority and responsibility to control and manage the operation and administration of this Plan.

ARTICLE XI.- MISCELLANEOUS

11.1 All terms expressed herein shall be deemed to include the feminine and neuter genders and all references to the plural shall be deemed to include the singular and vise versa, all as proper construction shall dictate.

11.2 To the extent not pre-empted by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, questions concerning the proper interpretation of this agreement shall be determined in accordance with the law of the State of Florida, where the Corporation's principle business office is located.

11.3 The Corporation shall keep a copy of this plan document and any other disclosure documents relating thereto (including, but not limited to, summary plan descriptions) that are in the public domain on Corporation's regular business hours. Upon request, the Corporation shall provide a Participant or covered dependent with copies of such documents when the Administrator provides such documents, the Administrator may charge the requesting party a reasonable charge for photocopying these materials.

11.4 This document contains all of the operative provisions of this Plan. Any conflict between the provisions of this document and any other document of the Corporation purporting to explain the rights, benefits, or obligations of the parties hereunder shall be resolved in favor of this Plan document. In the event that a tribunal or competent jurisdiction shall determine in a final judgment or decree that one or more of the provisions of this Plan is invalid due to the provisions of applicable law, this Plan shall be interpreted as if the offending language had been stricken from its provisions and the remainder of the Plan document shall continue in full force and effect.

In adoption of this Plan document, the authorized officer (s) of the corporation have set forth their signatures below, this .

Pierre A. Deseve - Secretary

Approved:

Pierre A. Deseve - President